

EXHIBIT I

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| <u>BN Discovery in Delaware Proposed Scheduling Order (2(a))</u> | <u>ITC Complaint</u> |
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| 1. Tortious Conversion and Trade Secret Misappropriation | |
| Acambis' purported research and development of MVA strains prior to June 12, 2002 | ¶¶ 17-19, 40, 67 |
| The genome, characteristics, traits, and other features of MVA-3000 or its progeny | ¶¶ 2, 23, 43-45, 63, 66, 68, 69 |
| Acambis' preclinical and clinical studies of MVA-3000 or its progeny | ¶¶ 40, 67 |
| Acambis' historical smallpox vaccine development, including the adoption of a MVA technology for its smallpox vaccine development | ¶¶ 18-20, 38, 40, 62-69 |
| Acambis' receipt, use, and modification of MVA virus strains, vaccines, and pharmaceutical compositions received from third parties | ¶¶ 38, 62-69, 87 |
| Acambis' effective dosing requirements, production/commercialization processes, and plaque purification/attenuation processes relating to MVA strains | ¶¶ 62-68, 71, 73 |
| Acambis' non-disclosure agreement with and receipt of information from Bavarian Nordic | ¶¶ 30-32, 34, 41, 42, 58, 61, 67-69 |
| Acambis' communications with third parties regarding the June 12, 2002 meeting between Acambis and Bavarian Nordic | ¶¶ 31, 32, 34, 67-69 |
| Acambis' communications with third parties relating to any meetings between Bavarian Nordic and agencies of the U.S. government, including NIH, regarding MVA strains and its use as a smallpox vaccine | ¶¶ 29, 34, 35 |
| 2. Acambis' Unfair Trade Practices and Unfair Competition | |
| Acambis' bids in response to the RFPs, any | ¶¶ 2, 35-38, 40, 41, 70-72, 86, 88, 89 |

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| contracts resulting therefrom, and any collaborative agreements relating thereto | |
| Acambis' relationships and/or contracts with third parties pertaining to MVA-3000 or its progeny, including with Baxter | ¶¶ 20, 62, 64, 74, 89 |
| Acambis' communications with third parties relating to MVA viruses, vaccines, and pharmaceutical compositions based thereon, including communications with NIH and other agencies of the U.S. government | ¶¶ 20, 38, 63, 65, 68, 87 |
| 3. Acambis PLC and Acambis Inc. | |
| The relationship between Acambis PLC and Acambis, Inc, communication between the parties concerning Bavarian Nordic's proprietary technology and their relationships with third parties with respect to smallpox vaccine technology including MVA 3000 | ¶ 7 |
| Their use, sale, and offer for sale of MVA 3000 | ¶¶ 2, 20, 62-66, 70-74, 86, 88, 89 |
| Acambis PLC's investments in Acambis Inc | ¶ 7 |
| 4. Damages | |
| Acambis' sales revenue, costs, and profits associated with Acambis' unauthorized use of Bavarian Nordic's proprietary technology, including sales and other uses of MVA3000 | ¶¶ 37, 66, 70-74, 85-90 |